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**J. Gray Sasser**  
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July 6, 2004

VIA HAND DELIVERY

Honorable Deborah Taylor Tate, Chairman  
c/o Sharla Dillon  
Dockets Manager  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

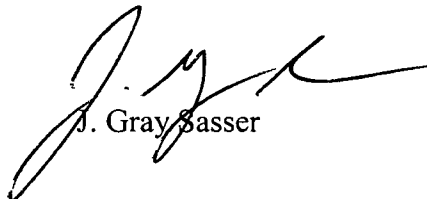
Re: Petition of Celco Partnership d/b/a Verizon Wireless for  
Arbitration Under the Telecommunications Act;  
Docket No. 03-00585

Dear Ms. Dillon:

Enclosed please find an original and fourteen copies of the Response of Cingular Wireless to Supplemental Discovery Requests for Admission Submitted to CMRS Providers by the Rural Independent Coalition. Copies of the enclosed are being provided to the counsel of record.

If you have any questions about the attached, please do not hesitate to give me a call.

Regards,

  
J. Gray Sasser

JGS/ktr  
enc.

Tennessee Regulatory Authority  
July 6, 2004  
Page 2

cc: William T. Ramsey  
Stephen G. Kraskin  
Henry Walker  
Paul Walters, Jr.  
Mark J. Ashby  
Suzanne Toller  
Beth K. Fujimoto  
Edward Phillips  
Charles W. McKee  
Elaine Critides  
Dan Menser  
Marin Fettman  
Leon M. Bloomfield

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**IN RE:**

**Petition of Cellco Partnership d/b/a Verizon Wireless     )  
for Arbitration under the Telecommunications Act         )**         **Docket No. 03-00585**

**RESPONSE OF CINGULAR WIRELESS TO SUPPLEMENTAL DISCOVERY  
REQUESTS FOR ADMISSION  
SUBMITTED TO CMRS PROVIDERS  
BY THE RURAL INDEPENDENT COALITION**

BellSouth Mobility LLC; BellSouth Personal Communications, LLC; and Chattanooga MSA Limited Partnership, d/b/a Cingular Wireless ("Cingular"), hereby respond to the Requests for Admission served by Rural Independent Coalition.

**GENERAL OBJECTIONS:**

Cingular objects to the Supplemental Discovery Requests for Admissions on the grounds that they attempt to impose an obligation upon Cingular beyond that prescribed by the Tennessee Regulatory Authority's Rules of Practice and Procedure. Specifically, the Instructions contained in the Requests for Admission would require Cingular to provide an explanation of the facts upon which any denial is based and to identify the individual responsible for the denial. Nothing in the TRA Rules of Practice and Procedure requires Cingular to provide such information in response to Requests for Admissions. Nor does Tennessee Rule of Civil Procedure 36.01 require Cingular to provide such information.

Discovery is continuing, and Cingular reserves the right to supplement these responses.

Without waving any objections, Cingular responds as follows:

**Request No. 1**

Admit that each member of the Coalition provides the Petitioner with indirect interconnection permits the Petitioner to terminate traffic to the Coalition member on an indirect basis and in a manner consistent with all established statutory and regulatory requirements.

**RESPONSE:** Cingular objects on the grounds that this request would require Cingular to admit statements concerning conduct of the Coalition members of which Cingular has no knowledge. Cingular also objects to the use of the phrase "provides the Petitioner with indirect interconnection permits," which is unclear and ambiguous. Cingular further objects to the extent that this request calls for a legal conclusion. Subject to and without waiving any objections, Cingular responds as follows: Cingular admits that it originates traffic to be terminated by Coalition members. Cingular has no direct knowledge of what the Coalition members do with such traffic, but Cingular has no information suggesting that Coalition members do not terminate such traffic. In all other respects, the request is denied.

### **Request No. 2**

Admit that, in the context of this proceeding, the FCC's reciprocal compensation rules (47 CFR Sec. 51.701 *et seq.*) apply only upon a request from the Petitioner to a Coalition member to establish an interconnection point between the two carriers (i.e., the Petitioner and the Coalition member) in order for the Petitioner to obtain transport of its traffic to the Coalition Member's end office switch that directly serves the called party.

**RESPONSE:** Cingular objects to this request on the grounds that the phrase "establish an interconnection point between the two carriers" is ambiguous and not defined. Cingular also objects to the extent that this request calls for a legal conclusion. Subject to and without waiving any objections, Cingular responds as follows: Assuming that the request asks Cingular to admit

that the FCC's reciprocal compensation rules apply only in the case of direct interconnection, then the request is denied.

**Request No. 3**

Please consider the following factual scenario: an intraMTA call (i.e., a call originated and terminated within the same MTA) is originated by a landline customer, carried by an interexchange service provider (i.e., not by the landline customer's LEC) and terminated on the Petitioner's CMRS network. Admit 1) that under this factual scenario, the Petitioner's agreements with BellSouth do not require BellSouth to pay Petitioner reciprocal compensation; and 2) that the Petitioner proposes in this proceeding to require the Coalition members to provide reciprocal compensation under this factual scenario.

**RESPONSE:** Cingular objects to this request to the extent that it calls for a legal conclusion. Cingular also objects on the grounds that the request is ambiguous. Specifically, it is unclear in the request whose customer is originating the hypothetical call. Cingular also objects on the grounds that Cingular's agreements with BellSouth are not relevant in this proceeding. Subject to and without waiving any objections, Cingular responds as follows:

In responding, Cingular assumes that an ICO end user is originating the call, and that BellSouth is not the interexchange carrier.

(1) Cingular can neither admit nor deny the first requested admission, because it assumes a fact that is not true. Specifically, Cingular's contract with BellSouth has no application whatever to a call originated by an ICO and handed-off to an IXC other than BellSouth for termination to Cingular.

(2) This request involves an issue in which Cingular is not participating. See Joint Issues Matrix, Issue 2B.

**Request 4:**

Admit that the Petitioner previously established indirect interconnection to terminate traffic on the network of each Coalition member pursuant to a bilateral agreement executed with BellSouth.

**RESPONSE:** Cingular objects to this request on the grounds that the phrase "established indirect interconnection" is vague and ambiguous. Cingular also objects to the extent that the request calls for a legal conclusion. Subject to and without waiving any objections, Cingular responds as follows: Denied. The interconnection described existed before Cingular's agreement with BellSouth and was not created or validated by that agreement.

**Request 5:**

Admit that, pursuant to prior effective 2-party agreements with BellSouth, Petitioner compensated BellSouth for the termination of traffic on the networks of Coalition members, and understood that BellSouth provided compensation for the termination of this traffic to Coalition members.

**RESPONSE:** Cingular objects to this request on the grounds that the phrase "provided compensation" is ambiguous and undefined. Cingular further objects to the request to the extent that it calls for a legal conclusion. Cingular also objects on the grounds that the request assumes a fact that is not true, namely, that BellSouth identified to Cingular the terms under which BellSouth compensated third-party carriers for the delivery of traffic originated by Cingular.

Subject to and without waiving any objections, Cingular responds as follows: Cingular admits that under a previous agreement with BellSouth, Cingular paid certain charges billed by BellSouth for traffic originated by Cingular and sent to BellSouth for delivery to Coalition members. Because BellSouth did not provide Cingular with specific information about how BellSouth paid charges to individual Coalition members, Cingular lacks sufficient information to confirm specific amounts that BellSouth paid to Coalition members, although Cingular can confirm generally that BellSouth was making payments to Coalition members. Thus, except to the limited extent admitted herein, the request is denied.

**Request 6:**

Admit that Petitioner's obligation to compensate BellSouth for the termination of traffic on the networks of Coalition members was modified by the execution of a 2-party agreement with BellSouth which established terms and conditions that the Petitioner refers to as a "meet-point billing" arrangement or agreement.

**RESPONSE:** Cingular objects to the extent that this request calls for a legal conclusion. Subject to and without waiving any objections, Cingular responds as follows: Admitted.

**Request 7:**

Admit that with respect to the “meet-point billing” arrangement or agreement in Request 6, above, the Petitioner claims that this “meet-point billing” arrangement or agreement is consistent with established industry guidelines.

**RESPONSE:** Cingular objects that the phrase "industry guidelines" is ambiguous and undefined. Subject to and without waving any objections, Cingular responds as follows: Denied. Cingular is not aware of any standards that apply to the transiting of Telecommunications Traffic as defined by FCC Regulations. Different incumbent local exchange carriers employ different processes and methods regarding such traffic.

**Request 8:**

Admit that the Petitioner established the “meet-point billing” arrangement or agreement in Request 6, above, in the absence of any agreement or negotiation with any Coalition member.

**RESPONSE:** Cingular admits that the rates, terms and conditions of its interconnection agreement with BellSouth were amended without the participation of any Coalition member. Cingular does not have direct knowledge whether BellSouth was negotiating with Coalition members at the same time that BellSouth was negotiating with Cingular, though BellSouth indicated that such was the case.

**Request 9:**



Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would subject any Coalition member to responsibility for the transport of any traffic beyond the network border of each respective Coalition member.

**RESPONSE:** Cingular objects to the extent that the request calls for a legal conclusion. Subject to and without waiving any objections, Cingular responds as follows: Denied.

**Request 10:**

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would direct how a LEC chooses to transmit a call to the network of a CMRS provider.

**RESPONSE:** Cingular objects to the extent that the request calls for a legal conclusion. Subject to and without waiving any objections, Cingular responds as follows: Denied.

**Request 11:**

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would direct how a LEC charges a customer for a call to the network of a CMRS provider.

**RESPONSE:** Cingular objects to the extent that the request calls for a legal conclusion. Subject to and without waiving any objections, Cingular responds as follows: Denied.

**Request 12:**

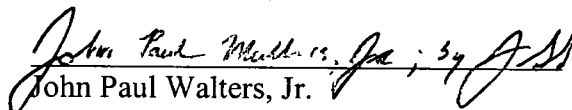
Admit that, with respect to a call between the end user of a landline carrier and an end user of a CMRS provider, the NPA-NXX of the CMRS customer cannot be used to determine whether the call originates and terminates within the local calling scope of the landline carrier or within the same MTA.

**RESPONSE:** Cingular objects to the extent that the request calls for a legal conclusion.

Subject to and without waiving any objections, Cingular responds as follows: Denied

Respectfully submitted,

Mark J. Ashby  
Senior Attorney  
Cingular Wireless  
5565 Glenridge Connector  
Suite 1700  
Atlanta, GA 30342

A handwritten signature in cursive script, appearing to read "John Paul Walters, Jr.", is written over the printed name.

John Paul Walters, Jr.  
The Walters Law Firm  
Okla. Bar Ass'n #9334  
Texas Bar Ass'n #24004142  
Missouri Bar Ass'n #42076  
15 E. First Street  
Edmond, OK 73034  
Ph. (405) 359-1718; Fx.. (405) 348-1151

OATH

STATE OF GA  
COUNTY OF Cobb

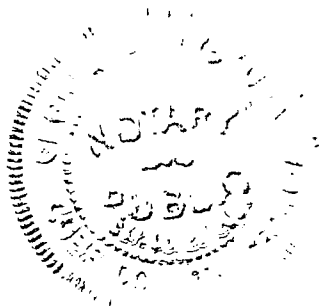
I, William H. Brown, on behalf of  
Cingular Wireless LLC, being first duly sworn according to law, make  
oath that the preceding responses to the Requests for Admission submitted by the  
Rural Independent Coalition are true, accurate and correct to the best of my  
knowledge, information and belief.

On Behalf of: Cingular Wireless LLC  
By: William H. Brown  
Its: Sr. Interconnection Mgr.

Sworn to and subscribed before me this 2<sup>nd</sup> day of July, 2004.

Notary Public

My Commission Expires: 5/25/2007

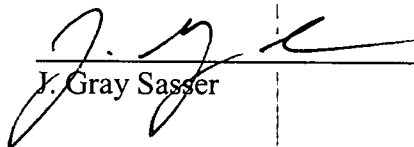


## CERTIFICATE OF SERVICE

I hereby certify that on June 3, 2004, a true and correct copy of the foregoing has been served on the parties of record, via the method indicated:

<input type="checkbox"/>	Hand	Stephen G. Kraskin
<input checked="" type="checkbox"/>	Mail	Kraskin, Lesse & Cosson, LLC
<input type="checkbox"/>	Facsimile	2120 L Street NW, Suite 520
<input type="checkbox"/>	Overnight	Washington, D.C. 20037
<input type="checkbox"/>	Hand	William T. Ramsey
<input checked="" type="checkbox"/>	Mail	Neal & Harwell, PLC
<input type="checkbox"/>	Facsimile	2000 One Nashville Place
<input type="checkbox"/>	Overnight	150 Fourth Avenue North
		Nashville, TN 37219
<input checked="" type="checkbox"/>	Hand	J. Gray Sasser
<input type="checkbox"/>	Mail	J. Barclay Phillips
<input type="checkbox"/>	Facsimile	Melvin Malone
<input type="checkbox"/>	Overnight	Miller & Martin LLP
		1200 One Nashville Place
		150 Fourth Avenue North
		Nashville, Tennessee 37219
<input type="checkbox"/>	Hand	Edward Phillips
<input checked="" type="checkbox"/>	Mail	Sprint
<input type="checkbox"/>	Facsimile	14111 Capital Blvd.
<input type="checkbox"/>	Overnight	Wake Forest, NC 27587-5900
<input type="checkbox"/>	Hand	Elaine D. Critides
<input checked="" type="checkbox"/>	Mail	Verizon Wireless
<input type="checkbox"/>	Facsimile	13001 Street, NW Ste. 400 West
<input type="checkbox"/>	Overnight	Washington, DC 20005
<input type="checkbox"/>	Hand	Paul Walters, Jr.
<input checked="" type="checkbox"/>	Mail	15 East 1 <sup>st</sup> Street
<input type="checkbox"/>	Facsimile	Edmond, OK 73034
<input type="checkbox"/>	Overnight	
<input type="checkbox"/>	Hand	Mark J. Ashby
<input checked="" type="checkbox"/>	Mail	Cingular Wireless
<input type="checkbox"/>	Facsimile	5565 Glennridge Connector
<input type="checkbox"/>	Overnight	Suite 1700
		Atlanta, GA 30342

<input type="checkbox"/>	Hand	Suzanne Toller
<input checked="" type="checkbox"/>	Mail	Davis Wright Tremaine LLP
<input type="checkbox"/>	Facsimile	One Embarcadero Center, #600
<input type="checkbox"/>	Overnight	San Francisco, CA 94111-3611
<input type="checkbox"/>	Hand	Beth K. Fujimoto
<input checked="" type="checkbox"/>	Mail	AT&T Wireless Services, Inc.
<input type="checkbox"/>	Facsimile	7277 164 <sup>th</sup> Ave., NE
<input type="checkbox"/>	Overnight	Redmond, WA 90852
<input type="checkbox"/>	Hand	Henry Walker
<input checked="" type="checkbox"/>	Mail	Jon E. Hastings
<input type="checkbox"/>	Facsimile	Boult Cummings, et al.
<input type="checkbox"/>	Overnight	P.O. Box 198062
		Nashville, TN 37219-8062
<input type="checkbox"/>	Hand	Dan Menser, Sr. Corp. Counsel
<input checked="" type="checkbox"/>	Mail	Marin Fettman, Corp. Counsel Reg. Affairs
<input type="checkbox"/>	Facsimile	T-Mobile USA, Inc.
<input type="checkbox"/>	Overnight	12920 SE 38 <sup>th</sup> Street
		Bellevue, WA 98006
<input type="checkbox"/>	Hand	Leon M. Bloomfield
<input checked="" type="checkbox"/>	Mail	Wilson & Bloomfield, LLP
<input type="checkbox"/>	Facsimile	1901 Harrison St., Suite 1630
<input type="checkbox"/>	Overnight	Oakland, CA 94612
<input type="checkbox"/>	Hand	Charles McKee
<input checked="" type="checkbox"/>	Mail	Sprint PCS
<input type="checkbox"/>	Facsimile	6450 Sprint Parkway MailStop 2A553
<input type="checkbox"/>	Overnight	Overland Park, KS 66251

  
 J. Gray Sasser